## American Airlines Federal Credit Union "Sharing Is Caring" Contest Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS CONTEST IS INTENDED FOR VIEWING IN THE UNITED STATES ONLY AND SHALL ONLY BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW. VOID WHERE PROHIBITED.

**I. CONTEST PERIOD:** The "Sharing Is Caring" Contest (the "Contest") begins at 12:00:00 AM Central Time ("CT") on 01/01/2021 and ends at 11:59:59 PM CT on 12/31/2021(the "Promotion Period"). The Contest is sponsored by American Airlines Federal Credit Union, MD 2100, PO Box 619001, DFW Airport, TX 75261-9001 (the "Sponsor"). The official clock for purposes of the Contest is the computer of the Sponsor.

**II. ELIGIBILITY:** The Contest is open to all legal residents of the fifty (50) United States who are members in good standing and are eighteen (18) years of age or older at the time of entry. Officers, contractors, directors, officials, committee members and employees of the Sponsor, and any of their respective parent companies, affiliates, franchisees, licensees, subsidiaries, advertising/promotion agencies, persons engaged in the development, production or distribution of materials for this Contest (collectively, the "Released Parties") are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements listed below. Void in Puerto Rico, the U.S. Virgin Islands, Guam, U.S. Military installations in foreign countries, and where prohibited, taxed or restricted by law.

**III. HOW TO ENTER THE CONTEST:** An individual will be deemed a participant ("Participant") in the Contest if the individual is eligible and enters by visiting <u>AACreditUnion.org/contest</u> (the "Website") and follows the prompts and instructions to complete the registration information process. Participants will need to provide the following information: first name, last name, mailing address, city, state, ZIP code, phone number, email address, employer's name and job title. In addition, to be eligible for a First Place Prize, the Participant must complete the Sharing field (in 100 words or less) with a short story ("Story") describing "Sharing Is Caring." By submitting an entry, Participant warrants that the Story (1) does not infringe any copyright, (2) does not invade anyone's privacy, (3) does not libel or slander anyone, (4) does not discuss behavior inappropriate for a general audience (including discussing unsafe actions or actions that may result in personal injury or destruction of property), (5) does not

include requests of firearms, alcohol, nudity, or anything not legal in all 50 states, and (6) is original and has not previously been published. An original is the product of one's own mind and is not a copy or imitation. Any entry that does not meet this criteria will be disgualified. Each valid entry will receive one (1) entry into the monthly Contest drawings. There is a limit of one (1) Contest entry per person during the Promotion Period. A winner is eligible to win one time during the calendar year. All required information must be completed to enter and to be eligible to win. Incomplete entries will be disgualified. Sponsor reserves the right, in its sole discretion, to void any and all entries of a Participant that submits more than the stated maximum limit of entries by using multiple/different addresses, identities or any other methods, or who Sponsor believes has attempted to tamper with, influence or impair the administration, security, fairness or proper play of this Contest. Proof of entering information is not considered proof of delivery to or receipt by Sponsor of an entry. The use of automated entry devices is prohibited and no mechanically reproduced entries are allowed; all such entries are void. Released Parties are not responsible for: lost, late, incomplete, illegible, incorrect, damaged, delayed, garbled, undelivered or misdirected entries, which will be disgualified. All entries become the exclusive property of Sponsor and will not be acknowledged or returned.

**IV. PERSONAL INFORMATION/OPT-IN**: By entering the Contest, you consent for the Sponsor to obtain, use and transfer your name, address and other information ("Personal Information") for the purpose of administering this Contest and such Personal Information will be kept by Sponsor for marketing purposes in accordance with its privacy policy

(www.aacreditunion.org/globalassets/documents/privacy-notice.pdf), as posted on the Website. The information that you provide in connection with the entry process will be used by Sponsor only, and will not be sold or provided to another company. You will remain eligible for this Contest whether or not you opt in to receive promotional emails from the Sponsor and will have the ability to opt out of receiving future promotional emails by clicking on the link contained in the most recent promotional email received.

V. LIMITATIONS OF LIABILITY: If for any reason this Contest is not capable of running as planned for any reason, including, without limitation, due to infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, fire, flood, storm, or other natural disaster, riot, strike, civil commotion, government regulation, or any other causes beyond the control of the Sponsor which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Contest (or any part of it), the Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and to terminate, modify or suspend the Contest, in whole or in part, at any time, without notice and award the prize(s) using all non-suspect eligible entries received as of or after (if applicable) this termination or suspension date. Released Parties assume no responsibility for any incomplete, incorrect, or inaccurate information, whether caused by website users,

tampering, hacking, or by any of the equipment or programming associated with or used in the Contest or by any technical or human error. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any website, or any combination just listed . including any injury or damage to Participant's or any other person's computer (or any information/material stored within) relating to or resulting from participation in this Contest or downloading any materials in this Contest. Any person who supplies false information, obtains entries by fraudulent means or is otherwise determined to be in violation of these Official Rules in an attempt to obtain any prize will forfeit any prize won and may be prosecuted to the full extent of the law. CAUTION: ANY ATTEMPT TO DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

**VI. PRIZES:** There will be twelve (12) First Place Prizes available to be awarded. Each First Place Prize winner will receive a \$100 Visa<sup>®</sup> gift card. Each First Place Prize winner will be subject to the terms and conditions of the gift card. The ARV of each First Prize is \$100. The total prize pool value is \$1,200.

VII. PRIZE WINNER SELECTION: Twelve (12) First Place Prize winners will be randomly selected on or about the 10th of the following month from all valid entries received as of the last day of the respective month. Odds of winning a prize will depend on the total number of eligible entries received in each of the respective drawings. Each prize winner will be notified by phone. Upon initial notification and verification of each prize winner, confirmation will be sent to the prize winner via email, USPS mail or other home delivery service of Sponsor's choice.

VIII. PRIZE TERMS AND CONDITIONS: Each prize winner ("Prize Winner") is required to comply with any and all applicable federal, state and local laws, rules and regulations. Each Prize Winner will be required to sign an Affidavit of Eligibility and Liability/Publicity Release and provide valid identification (collectively, the "Prize Acceptance Release"), and return it within seven (7) days of written notification or the prize will be forfeited and an alternate potential winner selected. If a prize or prize notification is returned as unclaimed or undeliverable to a potential winner, if potential winner cannot be reached within three (3) business days from the first notification attempt, if potential winner fails

to return requisite documentation within the specified time period, or if a potential winner is not in compliance with these Official Rules, then such potential winner shall be disqualified and an alternate winner will be selected for the prize at issue. To claim a prize, each Prize Winner will be required to provide first name, last name, mailing address, telephone number, email address and eligible employment. Each potential winner may be subject to verification of eligibility before a prize will be awarded.

The Sponsor and Released Parties have not made any warranty, representation or guarantee, expressed or implied, in fact or in law, with respect to any prize awarded and specifically disclaim all such warranties, including, without limitation, any warranty of merchantability or fitness for a particular purpose. A prize may not be sold, traded, or commissioned, and is not exchangeable, transferable, or redeemable for cash except in Sponsor's sole discretion. Prize details and availability are subject to change. There are no substitutions unless specified by the Sponsor. The Sponsor reserves the right at its sole discretion to substitute any prize (or prize component) with another prize (or prize component) of equal or greater value. Prize may be fulfilled by a third party. The Sponsor and Released Parties are not in any way responsible or liable for damages resulting from shipping and handling, loss, use or misuse of any prize awarded in this Contest.

Each Prize Winner will be solely responsible for all federal, state and local taxes, and for any other fees or costs associated with the prize they receive. The stated "ARV" of the prizes is based on available information provided to Sponsor, and any difference in ARV at the time of awarding will not be awarded, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. All properly claimed prizes will be awarded.

The Prize Winner's acceptance of a prize constitutes permission (except where prohibited) for the Sponsor to use the Prize Winner's name, photograph, likeness, statements, biographical information, voice and address (city and state) for any and all public relations, advertising and/or promotional purposes as determined by Sponsor, in all forms of media and by all manners (now and hereafter known), in perpetuity, without notice, consent, review or approval or further compensation.

**IX. MODIFICATION:** In no event will Sponsor be obligated to award more prizes than the number of prizes stated in these Official Rules. If for any reason Sponsor determines, in its sole discretion, that the Contest is no longer capable of running as intended by these Official Rules for any reason whatsoever, Sponsor reserves the right to terminate, suspend, postpone, delay or modify the Contest, in whole or in part, including, but not limited to, any occurrences described in Rule section V above, or any other causes which may corrupt or impair the integrity, security, fairness or proper conduct of the Contest. If Sponsor determines that more prize claims are submitted or more prize notices are distributed than the number of prizes offered in these Official Rules, Sponsor

shall immediately suspend all drawings and prize awards, and Sponsor reserves the right to award any remaining prizes (up to the total set forth in these Official Rules) in a manner deemed fair and equitable by Sponsor. For example, Sponsor may select a winner in a random drawing from among the eligible entries received up to the time of the impairment or conducted a random drawing among all prize claimants, and the Sponsor nor any of the Released Parties shall have any further liability to any entrant in connection with the Contest.

X. RELEASES: All Participants and Prize Winners, as a condition of participation in this Contest, agree to indemnify, release and hold harmless the Sponsor, Released Parties, and their affiliates, designees and assigns and all of their respective officers, directors, employees, representatives and agents, from and against any and all liability, claims, damages, injuries or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with: (a) accessing the Sponsor's Website; (b) participating in any aspect of the Contest, including, without limitation, while preparing for, participating in or traveling to or from any prize or Contest related activity, including, without limitation, any injury, damage, death, loss or accident to person or property; (c) the receipt, ownership, possession, use or misuse of any prize awarded; (d) viruses or any downloading or other problems with the Contest Application; or (e) any typographical or other error in these Official Rules or the announcement of offering of any prize. All Participants and Prize Winners further acknowledge that the Sponsor and Released Parties makes no representations or warranties of any kind concerning the appearance, safety or performance of any prize, except for any express manufacturer's warranty as may be included with the prize. Each Prize Winner bears all risk of loss or damage to the respective prize immediately upon receipt.

XI. GOVERNING LAW/DISPUTES: By participating, Participants and Prize Winners agree to be bound by the Official Rules, Sponsor's Website Terms of Use (if any and if applicable), and the decisions of the Sponsor, which are final and binding in all respects. Except where prohibited, Participant and Prize Winners agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court in the County of Tarrant. Texas; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event legal fees; and (3) under no circumstances may entrant obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Participants, Prize Winners, Sponsor, or the Released Parties in connection with the Contest, shall be governed by, and construed in

accordance with, the laws of the State of Texas without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas.

**XII. OFFICIAL CONTEST RULES REQUEST:** For a copy of these Official Rules, send a request specifying Official Rules along with a self-addressed, stamped envelope postmarked by 12/31/2021 and received by 01/07/2022 and mail to: "Sharing is Caring" Contest Official Rules, MD 2100, PO Box 619001, DFW Airport, TX 75261-9001.

XIII. WINNERS LIST REQUEST: To request the name and city/state of residence for the winners, please send a self-addressed, stamped business size envelope, by 12/31/2021 to: "Sharing is Caring" Contest Winner List, MD 2100, P.O. Box 619001, DFW Airport, TX 75261-9001. Requests that are incomplete, or received after 01/07/2022 will not be acknowledged or returned.

**XIV. MISCELLANEOUS:** The names of individuals, groups, companies, products and services mentioned in the Official Rule, and any corresponding likenesses, logos and images reproduced, have been used for identification purposes only and may be the copyrighted properties and trademarks of their respective owners. The mention of any individual, group or company, or the inclusion of a product or service as a prize, does not imply any association with or endorsement by such individual, group or company or the manufacturer or distributor of such product or service and, except as otherwise indicated, no association or endorsement is intended or should be inferred. The invalidity or unenforceability of any provision of these Official Rules or the Prize Acceptance Release will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Prize Acceptance Release is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not listed. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. For Participant, to the extent there is a conflict between Official Rules appearing in any other location and any terms of use or other agreements posted on the Sponsor's Website, these are the Official Rules that take precedence.